

## **Mobile Authentication Corporation ("MAC") Terms of Service**

**LAST UPDATE OF THIS DOCUMENT:** *October 27, 2014.*

Thank you, and Welcome to Mobile Authentication Corporation's multi-factor authentication program, a service designed to increase security for You and for merchants when You are using a credit card, debit card or gift card in making a purchase or completing a transaction.

**This site, all of its characters, its content and the designs are owned by Mobile Authentication Corporation, a Delaware corporation based in Scottsdale, Arizona.** The terms and conditions contained in this document, the "Terms of Service," govern the relationship between YOU, the User, and MAC.

**PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE ENTERING OR USING MAC'S SERVICES OR APPLICATION (hereinafter collectively the "Site") AND BEFORE YOU CONDUCT ANY ACTIVITY WHICH MAY INVOLVE THE USE OF OUR APPLICATION OR PRODUCTS OR SERVICES (hereinafter the "Service" or the "Services"). PLEASE LOOK CAREFULLY AT THE EXPLANATION OF OUR SERVICES UNDER THE HEADING "DESCRIPTION OF MAC'S SERVICES" BELOW. YOU MAY ALSO BE REQUIRED TO CREATE AN ACCOUNT OR REGISTER ON THE SERVICE (hereinafter your "Account") PRIOR TO USING THE SERVICE.**

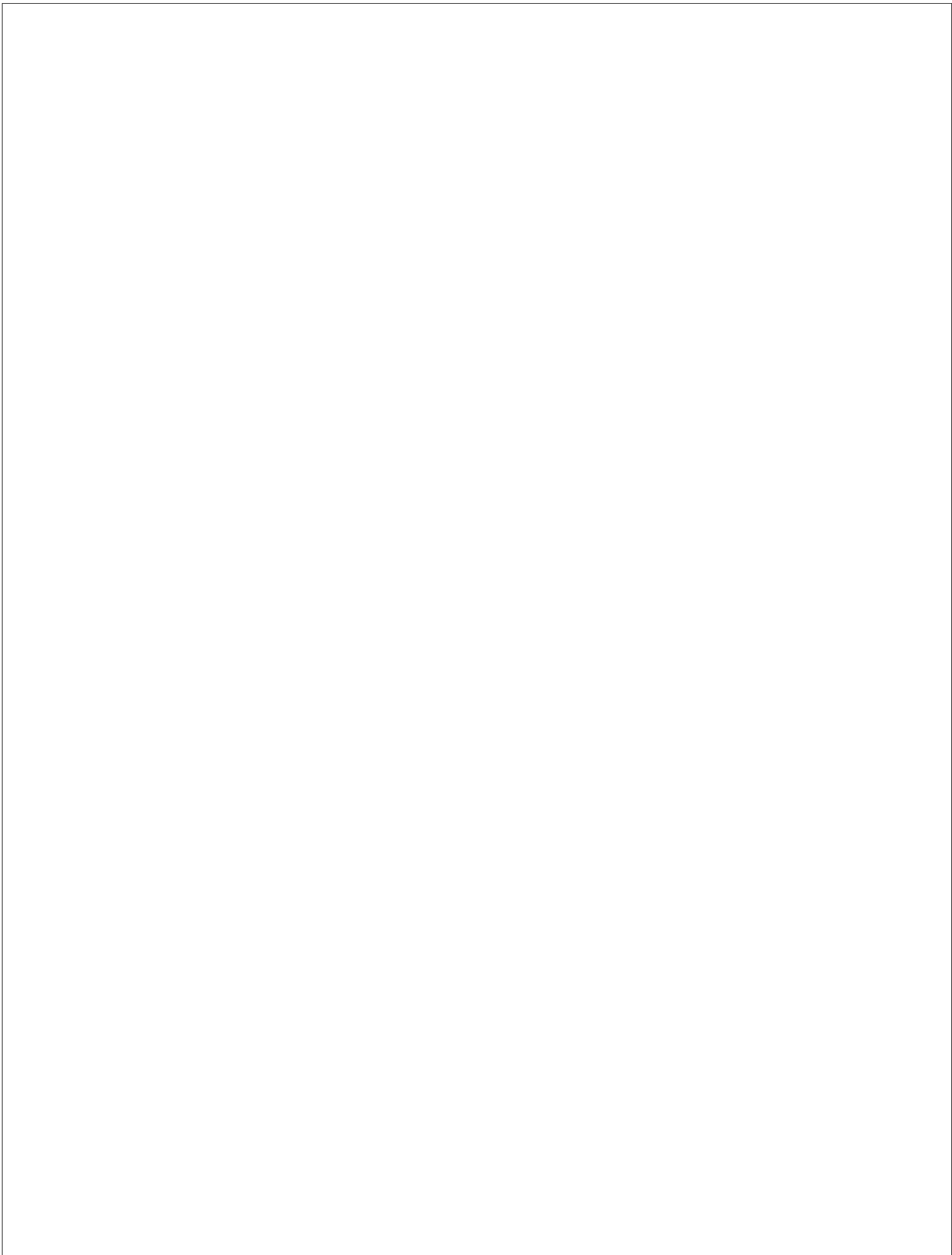
**IN THIS AGREEMENT (hereinafter the "AGREEMENT"), MAC, ITS SUCCESSORS AND ASSIGNS WILL BE REFERRED TO AS "US" OR "WE" OR "OUR," AND YOU ARE REFERRED TO HEREIN AS "YOU" or "YOUR."**

**BY CLICKING THE "I AGREE" BUTTON AT THE END OF THIS PAGE, YOU ARE AGREEING TO BE BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, DO NOT SUBMIT INFORMATION FOR INCLUSION ON OUR SERVICE AND PLEASE DO NOT ACCESS INFORMATION ON OUR SITE.**

**MAC, IN ITS SOLE DISCRETION, MAY, FROM TIME-TO-TIME, REVISE AND AMEND THESE TERMS AND CONDITIONS. IF YOU DO NOT ACCESS OUR SERVICE REGULARLY, YOU MAY MISS OUR NOTIFICATION OF AMENDMENTS. IT IS YOUR RESPONSIBILITY TO REVIEW THESE TERMS AND CONDITIONS REGULARLY. YOU WILL BE DEEMED TO HAVE ACCEPTED SUCH CHANGES BY CONTINUING TO USE THE SERVICE. NO CHANGES OR AMENDMENTS TO THE TERMS OF SERVICE SHALL APPLY TO ANY DISPUTE OR ACTION TO WHICH MAC HAS HAD ACTUAL NOTICE BEFORE THE DATE OF ANY AMENDMENT. PLEASE ALSO READ OUR PRIVACY POLICY, AVAILABLE UNDER A SEPARATE TAB AT THE BOTTOM OF OUR HOME PAGE OF MAC'S WEBSITE THAT YOU CAN REFER TO AT [www.mobileauthcorp.com](http://www.mobileauthcorp.com). ALL AMENDED TERMS SHALL BECOME EFFECTIVE THIRTY DAYS AFTER THEY ARE FIRST POSTED.**

**IF AT ANY TIME YOU DO NOT AGREE WITH ANY PORTION OF THE THEN-CURRENT TERMS OF USE, PRIVACY POLICY OR ANY OTHER MAC TERMS AND CONDITIONS, CODE OF CONDUCT, OR POLICY RELATING TO YOUR USE OF THE SERVICE, YOUR LICENSE TO USE THE SERVICE WILL TERMINATE IMMEDIATELY AND YOU MUST STOP USING THE SERVICE IMMEDIATELY.**

**THE LAST MODIFICATION OR UPDATE OF OUR TERMS AND CONDITIONS WAS UPLOADED TO THE SITE ON OCTOBER 27, 2014.**



## **DESCRIPTION OF MAC'S SERVICES**

MAC provides a One-Time Password (hereinafter "OTP") using SMS text message as an enhanced security feature to protect against identity theft and account takeover when making purchases online. YOU have subscribed and expressly consented to receive a One-Time Password via SMS text on your Personal Digital Assistant (hereinafter "PDA") from US for enhanced two-factor user authentication and payment security purposes regarding your account.

The password YOU receive on your PDA is a OTP that is a random code that will be entered into a secondary device as part of a financial transaction or other action that requires a "password" from you in order to proceed with the transaction. Our OTP sent to you and entered properly into the transaction enabling device will allow the transaction to move forward or to complete other "entry" tasks such as open your computer or gate to your apartment building.

Often, the OTP will be accompanied by an advertisement or message. Message frequency depends on each individual user. Message and Data rates may apply to YOUR reception of the OTP. YOU will be responsible for the payment of any charges that arise from the use of the OTP service that your mobile service provider may charge YOU. You acknowledge, understand and agree that WE shall not be held liable for any delays in the receipt of our SMS text message or OTP to YOU, as its delivery is subject to effective transmission from your mobile service provider. Delays, interruptions and technical issues that arise from YOUR use, misuse, abuse and YOUR care and maintenance of the sophisticated device that receives YOUR OTP are not the responsibility of MAC.

Messages sent via SMS may not be delivered to YOU if your phone is not in range of a transmission site, or if sufficient network capacity is not available at a particular time. Even within a coverage area, factors beyond the control of your wireless carrier may interfere with message delivery, including the customer's equipment, terrain, and proximity to buildings, foliage, and weather. YOU acknowledge that urgent alerts may not be timely received and that your wireless carrier does not guarantee that alerts will be delivered. YOU may miss seeing an important OTP message if YOU are using the PDA for another use such as a telephone call, a video or a game. WE are not responsible for the delay in entering an OTP because of your use of your PDA. OTP MESSAGES ARE TIME SENSITIVE AND EXPIRE WITHIN A LIMITED PERIOD OF TIME AND CANNOT BE REUSED. ENTRY OF AN EXPIRED OTP WILL NOT ACHIEVE TRANSACTION APPROVAL OR SUCCESS IN ANY "ENTRY" ATTEMPT.

Content may not be available on all carriers. Participating carriers include AT&T Mobility, Google Voice, Nextel, Sprint, T-Mobile, U.S. Cellular, Verizon Wireless, Virgin Mobile, and other carriers upon their approval. Data obtained by US from YOU in connection with our providing YOU the text messages as described above may include your cellular number, the name of your mobile service provider, and the date, time and content of the text messages we send YOU. WE may use this information to contact YOU and to provide the text messages YOU have requested. MAC DOES NOT SELL OR RELEASE YOUR PRIVATE INFORMATION LIKE YOUR TELEPHONE NUMBER TO ANY ONE AT ANY TIME. ANY MESSAGES YOU RECEIVE DERIVE FROM MAC ONLY AND NOT A THIRD PARTY. NO THIRD PARTY HAS ACCESS TO YOUR CONFIDENTIAL INFORMATION AT ANY TIME.

MAC may determine, in its sole discretion, to limit the use of the Services, add data storage limitations, change fees for the Services or otherwise modify the Services in the future. You acknowledge and agree that these changes may take place and that MAC shall have no liability stemming from such changes.

Any additions or modifications to the Services shall be in the sole discretion of MAC and will be subject to these Terms of Service. You are solely responsible for any fees, charges and expenses incurred by you in accessing and using the Services - including, but not limited to, standard text messaging charges that will depend on the plan that you have with your wireless carrier. MAC uses reasonable efforts to ensure that the Services are available on a 24/7 basis. However, there will be occasions when the Service will be interrupted for maintenance, upgrades and emergency repairs or due to failure of telecommunications links and equipment that are beyond the control of MAC. By using the Services you agree that MAC shall not be liable to you for any modification, suspension or discontinuance of the Services.

All materials displayed on the Site including, but not limited to text, graphics, news articles, charts, presentations, User communications photographs, images and illustrations, shall be referred to herein as "Content." MAC attempts to maintain a website that is absent of offensive, indecent or objectionable Content. YOU understand that by using MAC, YOU may be exposed to this Content. Under no circumstances will MAC be liable in any way for any Content, including, but not limited to, the subject matter of any Content, any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via MAC.

## **RIGHT TO USE**

YOUR right to use the Services is subject to the limitations, conditions and restrictions established by US from time-to-time, in our sole discretion. WE may alter, suspend or discontinue any aspect of the Service at any time, including any feature, database or any content in our sole discretion, whether it is a paid-for-use feature or a free of charge feature. WE may also impose limits or restrict access to parts of our Service without notice to YOU and without liability. WE will also make any changes to Our Site or Services, these Terms of Use and the Privacy Policy to reflect any changes in applicable laws, regulatory rules or requirements necessary to maintain Our Customers' security.

Subject to YOUR selecting "I AGREE" at the end of this document, and, based upon YOUR voluntary compliance with these Terms of Services, MAC grants to YOU a non-exclusive, revocable, non-transferable limited license to use the Services solely for non-commercial purposes. YOUR license requires YOU to agree that YOU will not use the Service for any other purpose, legal or otherwise.

**YOU must be at least EIGHTEEN (18) years of age to use our Services or have the express permission of a person over the age of eighteen to use Our Services. We reserve the right to terminate any account where any information is collected from persons under the age of eighteen.**

**YOU HEREBY AFFIRM AND WARRANT THAT YOU ARE EITHER: CURRENTLY OVER THE AGE OF EIGHTEEN (18) YEARS (TWENTY-ONE (21) YEARS IN PLACES WHERE EIGHTEEN (18) YEARS IS**

**NOT THE AGE OF MAJORITY) AND YOU ARE CAPABLE OF LAWFULLY ENTERING INTO AND PERFORMING ALL THE OBLIGATIONS SET FORTH IN THIS AGREEMENT OR THAT YOU AND YOUR COMPUTER ARE UNDER THE SUPERVISION OF A PERSON OVER THE AGE OF EIGHTEEN (18) YEARS (TWENTY-ONE (21) YEARS IN PLACES WHERE EIGHTEEN (18) YEARS IS NOT THE AGE OF MAJORITY) AND THAT PERSON UNDERSTANDS THE SUPERVISORY ROLE AND IS CAPABLE OF LAWFULLY ENTERING INTO AND PERFORMING ALL THE OBLIGATIONS SET FORTH IN THIS AGREEMENT.**

YOUR right to use Our Service requires that YOU use common sense and caution with every use of Our Site.

YOU must provide all necessary equipment, bandwidth, computer programs, power and any other device or software necessary to connect via the internet to use Our Services and to interpret and display the images WE transmit to YOU via the Internet.

### **CODE OF CONDUCT**

YOU agree to use our Service and Services with the following Code of Conduct:

1. YOU shall not create an account with MAC nor shall YOU maintain an account if YOU are under the age of EIGHTEEN;
2. YOU agree to monitor and to supervise YOUR Account to assure no unsupervised use of Our Services on Our Site occurs by persons under the age of eighteen or that any other person except YOU is using YOUR OTP services. As signatory to any person under the age of eighteen, YOU accept full responsibility for unrestricted or unmonitored use of the Services by persons under the age of eighteen and YOU accept and will not under any circumstances dispute any charges on YOUR credit card if and when charges are posted to the credit card initiated by a person under the age of eighteen years whom YOU were responsible for supervising and failed to maintain adequate supervision while such person was using the Service(s);
3. YOU SHOULD NEVER ALLOW ANYONE ACCESS TO YOUR SERVICE NOR ALLOW ANYONE TO USE YOUR OTP SERVICE AT ANY TIME FOR ANY REASON. MAC SPECIFICALLY IS NOT LIABLE FOR ANY LOSSES OR DAMAGES THAT ARISE FROM YOUR PERMISSIVE OR YOUR NEGLIGENT ALLOWANCE OF ANOTHER PERSON TO ACCESS YOUR ACCOUNT OR TO ACCESS ANY ACCOUNT WHERE "ENTRY" IS ONLY ALLOWED WHEN A MAC OTP IS DELIVERED PROPERLY.
4. YOU shall not create an Account, access an Account or use the Service if YOU have been previously removed or banned from the Service;
5. All information provided to YOU is private and confidential and use of the information is limited to YOUR private use. Any collection of information or further distribution of information found through MAC is prohibited including, but not limited to use of any software or mechanical mechanism that actively or passively collects information such as web bugs, cookies, spyware, spiders, network analyzers, packet sniffers and the like;

6. YOU shall not file false reports or make improper use of MAC support services, including but not limited to submitting false or fictitious reports;
7. YOU shall not at any time engage in any act or omission that is in conflict with the spirit and intent of the Service including but not limited to circumventing or manipulating the Terms of Service, Code of Conduct or any transaction involving YOU or any third parties;
8. YOU shall not sell, rent, lease, bequeath, gift, trade or otherwise transfer YOUR Account to anyone without the written permission of MAC;
9. Anything that YOU post on MAC in any form or within any forum, blog or chat area is considered "public discourse" and is under no circumstances confidential. Any content that is posted by YOU or any User of YOUR account, whether supervised or accidentally, including, but not limited to, uploads, designs, chat text, material, data and information including YOUR Avatar design shall be referred to herein as "Submissions." By selecting the "I AGREE" button at the end of this document, YOU are granting MAC a perpetual, irrevocable, worldwide, fully paid and royalty free unlimited license to the Submissions. EXCEPTION: Any and all payment, credit, password or personal account settings are not "submissions" open for public viewing (see paragraph directly below).

## **YOUR ACCOUNT**

Prior to YOUR use of the Service YOU will be required to create an Account. When creating or updating YOUR Account YOU will be required to provide certain personal information including but not limited to YOUR name, address, email address, birth date and payment information. YOU agree that you will supply complete and correct information when creating or updating YOUR Account and that YOU will promptly update same if any changes occur. Any information YOU supply to MAC in the creation or maintenance of YOUR Account will be strictly held confidential and used in conjunction with the MAC Privacy Policy as outlined herein.

When creating YOUR Account, YOU will be required to select a login ID and password. In accordance with the Code of Conduct and the Terms of Use, YOU agree not to share YOUR login, password or Account information with any third parties nor allow anyone to access your Account. MAC reserves the right to reclaim, remove or rescind any login or username at any time and for any reason including but not limited to claims by third parties that a login or username violates certain third party rights or is offensive.

YOUR Account and all information related thereto is private and should not be used by anyone else. YOU are responsible for all usage or activity conducted on our Site under YOUR login and password codes, including, but not limited to the use of Payment and Credit facilities. Any person sharing personal access codes and any access through use of another person's account is prohibited.

YOU are solely responsible for maintaining the confidentiality of YOUR login and password information and are responsible for all uses of that information whether authorized by you or

not. YOU further agree to not do anything to jeopardize the security of YOUR Account and will immediately notify MAC if YOU become aware or reasonably suspect that YOUR login, password or other Account information may be compromised by unauthorized access, loss, theft, unauthorized disclosure or any other such security breach that could compromise YOUR Account.

**YOU ACKNOWLEDGE AND AGREE THAT YOU SHALL HAVE NO RIGHT, TITLE, OWNERSHIP OR OTHER PROPERTY INTEREST IN YOUR ACCOUNT OR ANY CONTENT THAT APPEARS ON THE SERVICE. YOU FURTHER ACKNOWLEDGE AND AGREE THAT ALL RIGHTS IN AND TO THE ACCOUNT AND SERVICE SHALL FOREVER BE OWNED BY AND INURE TO THE BENEFIT OF MAC, ITS SUBSIDIARIES, ASSIGNS OR PREDECESSORS IN INTEREST.**

#### **REMOVAL OF INFORMATION, SUSPENSION AND TERMINATION OF ACCOUNT AND SERVICE**

**WE MAY, AT OUR SOLE DISCRETION, TERMINATE, SUSPEND, MODIFY OR DELETE YOUR ACCOUNT OR ACCESS TO ALL OR PART OF THE SERVICE, WITH OR WITHOUT NOTICE, AT ANY TIME, FOR ANY REASON OR NO REASON, BUT MOST CERTAINLY FOR ANY BREACH OF THIS AGREEMENT OR THE CODE OF CONDUCT. WE MAY PREVENT ACCESS TO OUR SITE AND TAKE OTHER TECHNICAL AND LEGAL STEPS AS MAY BE DEEMED TO BE REQUIRED, AT OUR SOLE DISCRETION, TO PREVENT UNAUTHORIZED USERS FROM ACCESSING THE SERVICE IF WE BELIEVE SUCH ACCESS WOULD CREATE RISK, LEGAL LIABILITIES, INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF MAC OR THIRD PARTIES, VIOLATE YOUR PROTECTED ACCOUNTS AND ASSETS, OR ACT IN AN INAPPROPRIATE MANNER. MAC MAY NOT, HOWEVER, BE ABLE TO DISTINGUISH YOU FROM OTHERS WITH WHOM YOU SHARE YOUR ACCESS INFORMATION AND MAC IS NOT RESPONSIBLE FOR NOT ACTING TO SUSPEND AN ACCOUNT FOR ANY REASON. WE MAY, IF ACTIVITY IS FOUND TO BE ILLEGAL, REFER ACTIVITY TO THE APPROPRIATE LAW ENFORCEMENT AGENCIES.**

We may, at any time, stop offering and/or supporting the Service or any portion thereof at our sole discretion at which point your license to use the Service or a part thereof will be automatically terminated. In the event that the Service is suspended, terminated, modified, stopped or no longer supported, MAC shall not be required to provide refunds, benefits or compensation to YOU in connection with such discontinued or modified Service or support.

MAC reserves the right to terminate any account that has been inactive for a period of 180 days.

#### **FEES AND SERVICES**

Any and all payments made to MAC for use and access to any MAC Services are final and all charges are nonrefundable. Cancellations are effective the following billing period in which payment is due. YOU will not receive a refund for any payment amount, even if payment was made for multiple billing periods. If YOU have an account set up for reoccurring billing, YOU may cancel your account at any time. YOU will continue to have the same access for any billing period or periods for which YOU have paid. If YOUR profile content or YOUR conduct within the MAC Software or MAC Services violates Our Terms of Service, YOUR access and account may be immediately terminated and all payments forfeited.

We reserve the right at any time to charge fees for access to portions of the MAC Services, MAC Software or the MAC Services or MAC Software as a whole.

YOU may contact us to enquire about YOUR account and any credit card information. Please first send us a message by electronic mail to [www.mobileauthcorp.com/account](http://www.mobileauthcorp.com/account) that includes YOUR name, telephone number and e-mail address.

All charges to YOUR credit card for MAC's Services will be under the name of "MAC," "Mobile AuthCorp".

## **DISCLOSURE STATEMENT**

YOU understand and agree that by registering to receive a One-Time Password (hereinafter "OTP") via "text" or "voice" message, YOU are opting-in to receive text messages from MAC.

**Opting Out of MAC Service.** The text messages MAC sends to YOU may be accompanied by advertising materials. YOU may opt-out from receiving advertising materials at any time by visiting OUR website, or you may opt-out by sending "**STOP**" via text message to 62667. This text message will terminate all services from MAC and you will not receive any further OTP messages.

**Customer Support.** If you have any questions regarding the above or any questions about Your account, OTPs, advertising or general assistance, You can text "**HELP**" to 43458 or You may telephone us using a toll-free telephone number at **844-**

**Message and Data Rates May Apply.** Should You choose to send the "**STOP**" or the "**HELP**" text messages, You will be subject to normal messaging and texting charges associated with Your carrier's billing plan.

**Frequency of Messages from MAC.** You will receive messages and related advertising with each request for an OTP whether requested by You directly, or requested by Your credit, debit or gift card issuer who is employing multi factor authentication. How frequently these messages are sent to You by MAC is determined by You and the number of times an OTP is requested and sent. MAC does NOT choose or determine the number of times You receive OTP messages.

**Privacy Policy.** MAC does not at any time sell nor will MAC forward Your information except to those third parties who are necessary processors of information vital to the generation of an OTP. You may access Our complete Privacy Policy at: [www.MobileAuthCorp/Privacy](http://www.MobileAuthCorp/Privacy).

## **CONTENT**

We cannot and do not pre-screen, monitor or review all advertiser content. MAC assumes no responsibility or liability for the conduct of any advertiser.



## **CONSENT TO RECORD ACTIVITIES AND USAGE OF MAC SERVICES**

By entering into these Terms of Service, YOU hereby provide YOUR irrevocable consent to MAC's monitoring and recording of activities for the sole purpose of maintaining a record in the event of unauthorized usage.

## **TRANSACTIONS ARISING FROM USE OF MAC, INDEMNIFICATION AND RELEASE**

By using Our Services and by accessing Our Site, YOU agree that:

**WE SCREEN OUR ADVERTISERS, BUT NOT THEIR AD CONTENT. WE HAVE NO CONTROL OVER THE ACCURACY AND TRUTH OF ANY POSTED INFORMATION ON MAC THAT IS PLACED THERE BY ADVERTISERS. MAC DOES NOT ENDORSE ANY INFORMATION, MATERIAL, PRODUCTS OR SERVICES CONTAINED ON ADVERTISERS' CONTENT. MAC MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE INFORMATION, MATERIAL, PRODUCTS OR SERVICES THAT ARE CONTAINED ON OR ACCESSIBLE THROUGH ADVERTISERS AND THEIR LINKED SITES. ACCESS AND USE OF LINKED SITES INCLUDING INFORMATION, MATERIAL, PRODUCTS AND SERVICES ON LINKED SITES OR AVAILABLE THROUGH LINKED SITES IS SOLELY AT YOUR OWN RISK. IF ANY POSTED INFORMATION OFFENDS YOU, PLEASE NOTIFY US IMMEDIATELY AT [INFO@MOBILEAUTHCORP.COM](mailto:INFO@MOBILEAUTHCORP.COM). WE RESERVE THE RIGHT TO REMOVE, OR TO NOT REMOVE, ANY INFORMATION POSTED ON MAC BY ADVERTISERS OR OTHER USERS.**

**YOUR CORRESPONDENCE OR BUSINESS DEALINGS WITH, OR PARTICIPATION IN PROMOTIONS OF, ADVERTISERS FOUND ON OR THROUGH THE MAC SERVICES ARE SOLELY BETWEEN YOU AND SUCH ADVERTISER. YOU AGREE THAT MAC SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE OF ANY SORT INCURRED AS THE RESULT OF ANY SUCH DEALINGS OR AS THE RESULT OF THE PRESENCE OF SUCH ADVERTISERS ON THE MAC SERVICES.**

**NOTWITHSTANDING ANY OTHER INDEMNIFICATIONS FOUND IN THESE TERMS AND CONDITIONS OF USE, YOU INDEMNIFY US AND HEREBY RELEASE US, OUR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ALL CLAIMS, LOSSES AND DAMAGES (INCLUDING ACTUAL AND CONSEQUENTIAL DAMAGES) INCLUDING REASONABLE LEGAL FEES WHICH WE MAY SUFFER FROM YOUR ACTIVITIES AND USE OF THE SITE OR OUR SERVICES, WHETHER THOSE CLAIMS, LOSSES OR DAMAGES ARE KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED. YOU ALSO INDEMNIFY US FROM ANY BREACH BY YOU OF THIS AGREEMENT AND FOR ANY CHARGES, CLAIMS, LOSSES OR DAMAGES SUFFERED BY ANY THIRD PARTY AND A RESULT OF ANY ACTION OR ACTIVITY ON MAC. ALTHOUGH YOU ARE INDEMNIFYING US, WE RESERVE THE RIGHT TO ASSUME OUR OWN DEFENSE, PROVIDED, HOWEVER, THAT YOU STILL REMAIN LIABLE FOR COST OF ANY SUCH CLAIM.**

## **SERVICE MALFUNCTIONS AND LACK OF WARRANTY**

We are not responsible for interruptions in service regardless of the cause of the suspension of Services. Any claim against Us for any reason, including but not limited to loss or lost profits and negligence on our part shall be limited to no more than Two Dollars (\$2.00), such limitation shall extend to YOU and any third party connected in any way to activity on MAC.

Any information found on MAC is on an “as-is” and “with all faults” basis. We cannot warrant that our Site will be uninterrupted in its service function nor can we warrant that the Service will be provided to YOU “error-free.” We are subject to all of the vulnerabilities of the World Wide Web, and We cannot warrant that hackers or other unwanted users may infiltrate and cause damage to our Site which may, in turn, cause damage to YOUR system. USING THIS SERVICE AND USING OUR SITE IS AT YOUR OWN RISK.

You acknowledge that MAC may from time to time issue upgraded versions of the MAC Software, and may automatically electronically upgrade the version of the MAC Software that you are using on your mobile device. You consent to such automatic upgrading on your mobile device, and agree that the terms and conditions of this Agreement will apply to all such upgrades. You agree that MAC will not be liable to you for any such modifications.

## **PRIVACY POLICY**

We do not, and will not, sell YOUR personal information to any third party for their purposes without YOUR express consent in advance. YOUR PRIVACY IS OF UTMOST IMPORTANCE TO US.

*Please refer to our separate Privacy Policy which is incorporated as if fully set forth herein. Find the complete and full document at: [www.MobileAuthCorp.com/Privacy](http://www.MobileAuthCorp.com/Privacy).*

## **DISCLOSURE**

YOU expressly agree that We have the right at all times, and at Our sole discretion, to disclose any of YOUR Account information: (a) to protect the rights or property of MAC; (b) to render the service YOU requested; (c) when in good faith we believe that the information is required to be disclosed in response to any legal process or proceeding; (d) to protect Our legal rights or remedies; (e) to allow Us to satisfy any applicable law, regulation or government request; (f) to report any suspected crime or other offensive behavior to the appropriate authorities; (g) when We have a good faith belief that there is a threat to the health and/or safety of YOU or a third party; (h) if We believe that our Site or Our Service are being used in the commission of a crime and for the purposes of reporting same to the appropriate authorities; (i) to allow Us to enforce these Terms of Service, Code of Conduct, Privacy Policy or any other agreement, terms or policy with respect to the Service or Site.

## **LIMITATIONS; WAIVERS OF LIABILITY**

**YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY ANY APPLICABLE LAW, THE DISCLAIMERS OF LIABILITY CONTAINED HEREIN APPLY TO ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO USE OF, OR INABILITY TO USE, THE SERVICE UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND THAT MAC, ITS AFFILIATES, SUBSIDIARIES, ASSIGNS OR ANY OF THEIR DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS, THIRD-PARTY CONTENT PROVIDERS, DISTRIBUTORS, LICENSEES OR LICENSORS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SERVICE.**

**YOU FURTHER SPECIFICALLY ACKNOWLEDGE THAT MAC, ITS AFFILIATES, SUBSIDIARIES, ASSIGNS OR ANY OF THEIR DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS, THIRD-PARTY CONTENT PROVIDERS, DISTRIBUTORS, LICENSEES OR LICENSORS ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD THEM LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER USERS OF THE SERVICE AND OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF THE SERVICE AND EXTERNAL SITES AND OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU.**

**UNDER NO CIRCUMSTANCES WILL MAC, ITS AFFILIATES, SUBSIDIARIES, ASSIGNS OR ANY OF THEIR DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS, THIRD-PARTY CONTENT PROVIDERS, DISTRIBUTORS, LICENSEES OR LICENSORS BE LIABLE TO YOU FOR MORE THAN TWO DOLLARS (\$2.00).**

**YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH US OTHER THAN THE TWO DOLLAR (\$2.00) LIMIT IS TO STOP USING THE SERVICE AND TO CANCEL YOUR ACCOUNT.**

**SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU.**

#### **BREACHES OF AGREEMENT**

Notwithstanding other remedies which We may have available to Us either through this Agreement or under Federal and applicable state laws, we may also limit or terminate YOUR activity and refuse to provide YOU Services if YOU breach this Agreement or conduct activity that causes financial loss or legal liability for YOU, our users, or Us. Our failure to act or terminate YOUR activity or remove YOUR postings or listings does not waive Our right to take action with respect to subsequent breaches or activity by YOU.

#### **SEVERABILITY**

YOU and MAC agree that if any portion of these Terms of Service, Code of Conduct or Privacy Policy is found illegal or unenforceable, in whole or in part by any court of competent jurisdiction, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Terms, which shall continue to be in full force and effect.

#### **ASSIGNMENT**

MAC may assign or delegate these Terms of Service, Code of Conduct or the Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent. **YOU MAY NOT ASSIGN OR DELEGATE ANY RIGHTS OR OBLIGATIONS UNDER THE TERMS OF SERVICE, CODE OF CONDUCT OR PRIVACY POLICY WITHOUT OUR PRIOR WRITTEN CONSENT, AND ANY UNAUTHORIZED ASSIGNMENT AND DELEGATION BY YOU IS INEFFECTIVE.**

## **ENTIRE AGREEMENT**

These Terms of Service, Code of Conduct, Privacy Policy and any documents expressly incorporated by reference herein, contain the entire understanding of the Agreement between YOU and MAC, and supersede all prior understandings of the parties hereto relating to the subject matter hereof, whether electronic, oral or written, or whether established by custom, practice, policy or precedent, between you and us with respect to the Service.

We may publish, from time to time, additional policies or updates, revisions, modifications or amendments to the Terms of Service, Code of Conduct or Privacy Policy. YOUR right to use the Site or Service is subject to those specific policies or updated, revised, modified or amended Terms of Service, Code of Conduct or Privacy Policy.

## **NO WAIVER**

The failure of MAC to require or enforce strict performance by YOU or any third party of any provision of these Terms of Service, the Code of Conduct or the Privacy Policy or failure to exercise any right under them shall not be construed as a waiver or relinquishment of any right to assert or rely upon any such provision or right in that or any other instance.

The express waiver by MAC of any provision, condition, or requirement of these Terms of Service, the Code of Conduct, or the Privacy Policy shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement nor shall any express waiver act as a modification or revocation of all or part of the Terms of Service, the Code of Conduct or the Privacy Policy.

Except as expressly and specifically set forth in this these Terms of Service, the Code of Conduct and the Privacy Policy, no representations, statements, consents, waivers, or other acts or omissions by MAC shall be deemed a modification of these Terms of Service, the Code of Conduct or Privacy Policy nor legally binding, unless documented in physical writing, hand signed by You and a duly appointed officer of MAC.

## **GOVERNING LAW**

This Agreement is entered into in Maricopa County, Arizona, and shall be governed by the laws of the State of Arizona except in those circumstances where Federal law applies, and, in the case of any matters under Federal law, YOU agree the venue shall be that federal Court with jurisdiction over Maricopa County, Arizona. YOU agree that the performance of this Agreement does not take place outside of the County of Maricopa, State of Arizona for any purposes.

## **NOTICES**

Notices to US shall be given to Us by U.S. Mail to the following address:

MAC Notices  
c/o Michael J. Tarutis, Esquire  
49 South 14<sup>th</sup> Street  
Pittsburgh, PA 15203

Notices to YOU shall be deemed adequate if mailed by certified mail to the address YOU submitted to Us during YOUR registration. All notices shall be deemed given to You three calendar days after they were mailed to You by Us.

#### **DISPUTE RESOLUTION**

Should a dispute arise between Us and YOU for any claim and damages, YOU agree that the dispute shall be resolved by binding arbitration as administered by any competent arbitrator selected by Us and YOU and administered under the rules of arbitration of the American Arbitration Association. Any judgment or award may be enforced by entering the judgment in any court of competent jurisdiction in Maricopa County, Arizona (or applicable Federal Court). Please refer to the governing law section of this Agreement for details of the agreed upon venue.

In any dispute, whether initiated by YOU or Us, the prevailing party shall be entitled to recover all reasonable attorneys' fees and court costs and any reasonable costs of conducting the litigation in addition to the Two Dollar (\$2.00) limitation of damages claim.

YOU irrevocably waive all rights to seek injunctive or equitable relief, or to enjoin or restrain the operation of the Service or Site.

#### **FORCE MAJEURE**

MAC shall not be liable for any delay or failure to perform resulting from causes outside the reasonable control of Us, including without limitation any failure to perform hereunder due to unforeseen circumstances or cause beyond Our control such as acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labor or materials.

#### **PRINT A COPY OF THIS USER AGREEMENT FOR YOUR RECORDS.**

*By selecting "I agree," below, YOU are acknowledging that YOU have read this Agreement; that YOU understand each provision, term and condition; and that YOU agree to be bound by this Agreement.*